

Pete Ricketts, Governor

ADDENDUM ONE QUESTIONS AND ANSWERS

Date: March 11, 2016

To: All Bidders

From: Nancy Storant/Connie Heinrichs, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5210 Z1
to be opened May 3, 2016 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>5210 Z1 Section Reference</u>	<u>5210 Z1 Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			Are you looking for a cloud solution?	The software will be Software as a Service (SaaS).
2.			Are you looking for a mix of cloud and hardware?	No
3.			How much data is expected to be pushed back and forth?	At this time, it is an unknown. It will depend on the proposed solution by the bidder.
4.			Are looking at security software to protect the data?	The data must be protected. It is the contractor's responsibility to do that.

5.			Will there be 1 to 1 device implemented as well?	The State does not understand this question, so unable to answer. Please clarify and resubmit in the second round of questions.
6.	RFP. Section I. and RFP. Section IV. C.	RFP Pages 1 and 32.	Question: Since the RFP is meant to bring about process efficiencies and a single point of contact, why does the State want to limit the resulting contract from including other labor categories such as administrative / clerical, professional, medical, etc.?	This RFP is for IT Contract Employees only. The State of Nebraska, State Personnel, handles all other labor categories that you have noted.
7.	RFP. Section III. JJ.	RFP. Pages 20-21.	JJ. Invoices "Invoices shall be delivered electronically on or before the 10 th of the following month. In most cases the OCIO will pay invoices. In a few situations the agency for which work was performed may pay the invoice. The Contractor must offer an early pay discount program that allows the State to reduce the total amount owed by ¾% when paid by the 20 th of the month. A Subcontractor may opt in or out of the early pay discount." Question: What is the duration of receipt of invoice to authorization to pay?	See Section III. TERMS AND CONDITIONS, II Payment. (Neb. Rev. Stat. §81-2401 through 81-2408) If subcontractor selects early pay discount the contractor shall be paid by the 20 th .
8.	RFP. Section IV. A.	RFP Page 31.	Question: Does the current Vendor Manager provider have a local Program Team? a. If yes, is their office onsite at the State of Nebraska government offices? Question: Do you have space available for an onsite Program Team at the State of Nebraska government offices?	The current Vendor Manager does not provide a local team. The State is not requesting an on-site team for the entire contract. An on-site team may be needed during parts of the implementation for orientation and training. The State does not require an on-site team, and no space will be provided.
9.	RFP. Section IV. A.	RFP Page 31.	Question: What is the State's unwanted attrition rate? Question: What is the State's unwanted attrition rate with the current Vendor Manager provider's program?	The State's unwanted attrition rate is unknown. The current Vendor Manager unwanted attrition rate is approximately 10%.

10.	RFP. Section IV. B. 4.	RFP. Page 32.	B. 4. "Project Management and Task Time Reporting The State requires IT Contract Employees to use the States system(s) of record for time and project tracking. Said State system(s) will be the official record for all billing/invoice purposes." Question: Is all time and project coming from the State system(s) to the web application?	In most cases time entry is coming from the State's project management or time management system(s) (Clarity and Kronos).
11.	Attachment B. General Requirements. GR-3.	Attachment B. Page 2	GR-3. "The Contractor will provide all visa client letters or travel letters for IT Contract Employees. The State's current policy is to provide such letters only if directed to do so by a request from a US Embassy, the U. S. State Department, or Homeland Security CIS." Question: How many visa / H1B client letters did the State complete last year for IT Contract Employees?	The State issues no Client Letters. Client letters are to be provided by the employer or Bidder winning this contract. However, the State will respond if the employer provides a letter from USCIS, or a U.S. Embassy or U.S State Department indicating an end-user letter is needed. The State issued approximately 12 end-user letters last year.
12.	Attachment B. General Requirements. GR-4.	Attachment B. Page 3.	GR-4. "The Contractor's is responsible for any and all employment taxes and/or other payroll withholding, including but not limited to, FICA, any benefits, retirement and/or travel expenses (unless authorized), provide and maintain workers' compensation insurance, and Health Insurance coverage that meets the standards of minimal coverage as defined under the Patient Protection and Affordable Care Act." Question: Please clarify Requirement GR-4. Should it be "contractor's subcontractor" instead of "contractor"?	This contract will be between the State and the awarded contractor. Therefore the State requires the Contractor to have this responsibility. The State acknowledges the sub-contractor who employs the individual is responsible, but the Contractor must make sure that the Subcontractor has complied with this requirement.

13.	Attachment B. General Requirements. GR-6.	Attachment B. Pages 4-5.	<p>GR-6. "The Contractor is responsible for personnel management of the IT Contract Employees. The Contractor shall ensure that a written personnel management plan (Plan) is in place for the IT Contract Employees. The Plan must comply with all federal and state laws and regulations regarding employment. The Contractor shall ensure that the Plan is implemented and responsive to the needs of the contract personnel and the employer. The Contractor's shall respond to and resolve all performance or personnel management issues that arise under this contract. This includes, but is not limited to:</p> <ol style="list-style-type: none"> 1. Poor performance 2. Discipline 3. Suspension (including immediate suspension if warranted) 4. Termination 5. Vacation and holidays 6. Timekeeping 7. Employment record keeping 8. Payroll 9. Benefits 10. Training deficiencies 11. Scheduling training 12. Employment taxes 13. Conducting investigations" <p>Question: Regarding Requirement #GR-6, who is responsible for the employment of the IT Contract Employees?</p>	The State acknowledges the sub-contractor who employs the individual is responsible, but the Contractor must make sure that the Subcontractor has complied with this requirement.
14.			<p>I noticed in Section IV., Project Description and Scope of Work, page 32, it says that we can access the current contract and gives the number 70242 04, but when I do a search on that number, it doesn't seem to exist. When I search the vendor (specified as Covendis) all I get is a contract with the Department of Roads. Can you clarify?</p>	<p>The link to contract 70242 O4 has been fixed. Here is the link to view the current contract:</p> <p>https://statecontracts.nebraska.gov/Search/SearchResults</p>

15.			Will specific IT tasks continue to be awarded individually, with this contract covering the monitoring and management of those tasks and resources, or is this an omnibus award, covering all staffing needs as they arise?	<p>This is not an omnibus award. It does not cover all IT staffing needs.</p> <p>Agencies can chose to use this contract or can use other methods for meeting staffing needs such as a RFP or FTEs. This contract will be used for IT Contract Employees as the Agencies see fit.</p>
16.	III. Terms and Conditions,	page 7.	Revisions to Terms and Conditions The second paragraph instructs bidders to indicate exceptions to Terms and Conditions. The third paragraph states that the State will not consider substitutions for terms. Yet, we are instructed to complete our responses to the Terms and Conditions in Section III's template. Please clarify. May we make suggestions for changes to the terms and conditions presented in Section III?	<p>Per paragraph three (3) of the Terms and Conditions it states "The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP <u>must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State.</u></p> <p>Any changes that the bidder wants to makes needs to be initialed as a "Reject" or "Reject and Provide Alternate within RFP Response".</p>
17.	Form A Bidder Contact Sheet	Page 38,	Placement of Form A In which section of our proposal are we to insert Form A?	Form A can be placed anywhere within the RFP response.
18.	V.A.3.b. Proposed Development Approach,	page 36	Development For purposes of this requirement, please define development.	Section V.A.3 a, b, c, d, and e is hereby deleted in its entirety.
19.	V.C. Payment Schedule,	page 37	Placement of Payment Schedule Please confirm that we are to include the Payment Schedule in the Cost Proposal.	Invoicing will occur as defined in V. B. 1. 2 nd paragraph. Please submit cost proposal as provided on Attachment G of the RFP.

20.	Attachment A, PR-1, requirement 4		Separate invoices per agency per month Will the agency be able to decide each month if they are paying the discount invoice or the regular invoice or will the payment terms be decided upon and carried through the life of the engagement? In other words, will the decision on which invoice to use be a one-time decision or are you envisioning opting each month?	Sub-contractors can opt in or out as they desire. Our experience has been once a sub-contractor opts in, they generally stay in.
21.	Attachment A, PR-1, requirement 4		Separate invoices per agency per month Is it acceptable to provide one invoice with two different payment options, e.g., full amount due and amount due with discount?	No, the State requires separate invoices.
22.	Attachment B, RR-2		Subcontractor network Is the subcontractor network open whereas a new subcontractor can join at any time?	The Contractor (after the initial conversion of the current sub-contractors during implementation) will determine the size of the sub-contractor pool that the Contractor chooses to manage so long as the quality and quantity of the candidate pool is adequately met. The State reserves the right to have the Contractor add Niche sub-contractors.
23.	Attachment G, Cost Proposal		Hourly Fee Can the contractor charge additional fees to their subcontractors or is the hourly service fee the only fee the Contractor is entitled to?	This is the only fee the Contract may receive on this contract. Other than background checks that can be paid by the sub-contractors, the Contractor can access no fees to the sub-contractors.
24.	Attachment GR-1		Total % increase As described in GR-1, could the full % increase total 7%, i.e., 2% for renewal plus 5% for performance?	Sub-contractors can request the increase noted in the GR-1. All are subject to approval/acceptance by the State.
25.	II.C	2	What is the Satisfaction level (on the scale of 1 to 10) of the State Users with the current Contract staffing tool being used?	This RFP includes new, updated, and revised requirements. The State is looking to improve the services requested with Contractors that can provide insight and best practices as requested. Please provide the best solution for this RFP as written.

26.	II.C	2	What is the State satisfaction level of State Users with existing Subcontractor performance (on the scale of 1 to 10)	See answer to Question #25
27.	III.JJ	20	Our Understanding is that the State is expecting hourly rate per role and monthly invoicing will be raised for actual hours spent by each role at the defined hourly rate. Please confirm	<p>This is not by role. The word “role” is only used in terms of State defined users.</p> <p>The hourly rate is by individual IT Contract Employee. The hourly rate is part of the head-to-head competition with a candidate pool and is based on the market prices at the time the requisition was issued. Monthly invoicing is by individual IT Contract Employee’s rate x hours worked plus authorized expenses plus Contractor hourly fee minus discounts (if requested by the sub-contractor).</p>
28.	IV.A.	31	Who is the current Vendor Manager and What is the current Size of Vendor Management Office Staff working for the State?	Covendis is the current Vendor Manager. Office staff working for the State is unknown as a pool of individuals supports the State.
29.	IV.A	31	What is the roadmap of State in terms of future onboarding of Temp Contract Employees? We understand ~ 190 Temp Contract Staff is working for the state and 60 Subcontractors source the Contract employees. Do you anticipate the number to change? By what %?	Future increase or decreases are unknown. It is dependent upon requirements directed by the Federal Government and/or the Legislature and budget approvals for such projects.
30.	IV.B.1	31	How many approximate State users are expected to access the Contract Staffing Solution?	Approximately 75 – 100 State staff may access the system. This includes varying roles from accounting to contract managers to supervisors to upper management to candidate evaluators.
31.	IV.B.3	32	The current contract “ Number 70242 O4, for temporary IT staffing couldn’t not be located at the following link: https://statecontracts.nebraska.gov/Search Kindly provide the accurate contact coordinates	See answer to Question #14

32.	IV.D.1	32	What is the State expectation around implementation Duration for the new Contract Solution?	Implementation must be complete by January 31, 2017.
33.	IV.D.2	32	How many issues were raised on the current Staffing tool? What is the support head count supporting the existing Contract Staffing Tool?	There have been very few issues with the current staffing tool. Calls to the help desk resolve most items. Support head count is not known. All items go to the help desk that directs the item to the appropriate person.
34.	General	NA	What are the key challenges faced by the State with the current Contract Staffing Tool?	The State is looking to improve the services requested with Contractors that can provide insight and best practices as requested. Please provide the best solution for this RFP as written.
35.	Attachment A	PR-4	We understand the State expects existing Subcontractor and Temp Staff data to be migrated to the new Contract Staffing Solution as part of the implementation. How many years' worth of old data is being maintained in the current system	Only current information will need to be migrated. The rest will be moved to a spreadsheet for historical needs.
36.	Attachment B	RR-3	Is the State looking for Single Contract Staffing Tool to meet all the defined requirements as part of the RFP or can the requirements be met with more than 1 product? For Example Background verification can be done outside the core Staff Tracking solution and the same can be integrated, similar is the case with payment processing.	The State is requiring a single solution to meet all the requirements of this RFP. The State understands that background checks will be done by a third party, but the Contractor will be the one responsible for making sure this has been completed according to the RFP requirements and then integrated in the Contractor's system.
37.	Attachment B	SR-6	What are the current Temp Contract Staff onboarding timelines?	This varies by IT Contractor requisition. Factors include background check duration, availability of the selected candidate, and project desired start date. Normally 2 weeks are allowed for onboarding but the above factors adjust that.
38.	Attachment B	GR-6	How many Temp Contract Staff were removed due to performance issues during last year?	17

39.	Attachment B	All Software Requirements	Does the existing Contract Staffing Tool provide all features as requested by the State as part of the RFP?	The State is looking to improve the services requested with Contractors that can provide insight and best practices as requested. Please provide the best solution for this RFP as written.
40.			Whether companies from Outside Kenya can apply for this ?? (From India or Canada)	See SR-14 in Attachment B and Section II. O. of the RFP. All hosted software, disaster recovery sites, and load balancing operations sites will reside in the United States. All services performed by the Contractor will be within the United States.
41.			Whether we need to come over there for meetings ??	See SR-14 in Attachment B and Section II. O. of the RFP. All hosted software, disaster recovery sites, and load balancing operations sites will reside in the United States. All services performed by the Contractor will be within the United States. Some meetings will be on-site.
42.			Can we perform the tasks (related to RFP) outside Kenya ?? (From India or Canada)	See SR-14 in Attachment B and Section II. O. of the RFP. All hosted software, disaster recovery sites, and load balancing operations sites will reside in the United States. All services performed by the Contractor will be within the United States.
43.			Can we submit our proposals via email ?	Proposals will not be accepted via e-mail. The State only accepts an original signed RFP that has been received by the Opening date and time noted in the Schedule of Events.
44.			Whether companies from Outside USA can apply for this ?? (From India or Canada)	See answer to Question #40
45.			Whether we need to come over there for meetings ??	Please see answer to Question #41.

46.			Can we perform the tasks (related to RFP) outside USA ?? (From India or Canada)	Please see answer to Question #42
47.			Can we submit our proposals via email ?	Please see answer to #43.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.